

1 Aron M. Oliner (SBN 152373)
Damon M. Fisk (SBN 211824)
2 **DUANE MORRIS LLP**
One Market Plaza
3 Spear Street Tower, Suite 2200
San Francisco, CA 94105-1127
4 Telephone: 415.957.3000
Facsimile: 415.957.3001
5 E-mail: ROliner@duanemorris.com
DMFisk@duanemorris.com

6 Attorneys for Receiver,
7 MOHAMED POONJA

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SANTA CLARA**

11 IN RE: THE MATTER OF THE
CHINESE-AMERICAN MUTUAL
12 ASSISTANCE ASSOCIATION, INC.
13 A Corporation in Process of Winding Up,

Case No. 110CV167333
Date: January 19, 2011
Time: 9:00 a.m.
Dept.: 161 North First Street
San Jose, California 95113
Department 19
Judge: The Honorable Richard Loftus

14
15
16 **DECLARATION OF MOHAMED POONJA IN SUPPORT OF**
17 **MOTION AND MOTION FOR COURT'S AUTHORIZATION**
18 **TO SELL REAL PROPERTY AND PERSONAL PROPERTY**

19 I, Mohamed Poonja, declare:

20 1. I am the Court-appointed Receiver in the above-referenced matter. I make this
21 declaration in support of the Motion for Court Authorization to Sell Real Property. The facts stated
22 in this declaration are true of my own personal knowledge, except as to any matters stated on
23 information and belief, and as to those matters, I am informed and believe them to be true. If called
24 as a witness in this matter, I could and would competently testify to the matters set forth below.

25 2. On June 18, 2010, this Court appointed me as a receiver to manage and oversee the
26 voluntary winding up and liquidation of the assets of the Chinese-American Mutual Assistance
27 Association, Inc. ("CMAA").
28

1 3. Attached hereto as **Exhibit "A"** is a true and correct copy of the Order for Petition
2 for Court Supervision of Voluntary Winding Up of the Chinese-American Mutual Assistance
3 Association, Inc. and Appointment of Receiver ("Appointment Order").

4 4. One of my primary duties under the terms of the Appointment Order was to market
5 and sell the real property and all improvements thereto located at 1669 Flanagan Drive, in San Jose,
6 California (the "Real Property").

7 5. In carrying out this duty, I interviewed several real estate brokers. Ultimately, I
8 selected Collier International, Silicon Valley ("Collier") as my real estate broker, and directed an
9 aggressive and thorough campaign to expose the Property to the widest possible market. Among
10 other things, I caused marketing materials and flyers to be sent to over 600 brokers in the Bay Area,
11 and caused similar materials to be sent to approximately 380 church and community groups. After
12 the selling price was reduced from \$4,975,000 to \$3,200,000 at the recommendation of Collier, a
13 color flyer was sent to the same mailing list. I oversaw Collier's efforts to show the Property to
14 several interested parties; most of these parties were non-profit groups, as the Property was a
15 purpose built building which could be used effectively as an office building without a significant
16 cost to remodel internally.
17

18 6. As a result of this process, three parties who had the ready ability to close the
19 transaction emerged as the most interested. Because each was represented by an agent or broker, I
20 made arrangements, through my own broker, to set deadlines by which the best and highest offer
21 would be received from each. Two of the three made timely "best" offers, and, as luck would have
22 it, they were in an identical price amount.

23 7. Accordingly, I set up an auction at my broker's office. Each of these two interested
24 parties, together with their own brokers, participated in this auction. While each had initially
25 offered \$3.2 million, through the course of the auction I conducted (which lasted approximately
26
27
28

1 45 minutes), an entity known as 9969 Asset, LLC ("9969 Asset") made the best and highest offer,
2 in the amount of \$3,425,000.

3 8. Following the auction, 9969 Asset and I entered into a sale agreement, which is
4 subject to Court approval.

5 9. Attached hereto as Exhibit "B" is a true and correct copy of the proposed Sale
6 Agreement.

7 10. Under the terms of the proposed Sale Agreement, the closing date for the purchase
8 and sale of the Real Property will occur thirty days after the sale is approved by this Court.

9 11. In addition, CMAA had certain personal property located at the Real Property,
10 including office furniture, office equipment (including computers, printers and fax machines),
11 Buddha statues, and library books for students learning Chinese (collectively, the "Personal
12 Property"), as well as one 1992 Dodge Caravan VIN 1B4GH4433NX153146 (the "Van"). I
13 received three offers on the foregoing property: two for the Personal Property and one for the Van.
14

15 12. CMAA had received the offer for the Van (\$1,000) prior to my appointment as
16 Receiver. By the Motion, I am seeking authority to consummate the sale of the Van for \$1,000.
17

18 13. The two offers for the Personal Property were from 9969 Asset and Tony Ly.

19 14. My counsel, Ron Oliner, conducted a telephonic auction of the Personal Property on
20 December 7, 2010, as I was occupied that entire day attending a trial at the Bankruptcy Court in San
21 Jose, California.

22 15. For purposes of this auction, the Personal Property was split into two lots: Lot # 1
23 consisted of the office furniture, office equipment (including computers, printers and fax machines),
24 and library books, while Lot # 2 consisted of the Buddha statues. Lot # 1 was sold for \$3,000 to
25 9969 Asset, and Lot # 2 was sold to Tony Ly for \$3,500, subject to approval by this Court.
26
27
28

EXHIBIT A

EDMUND G. BROWN JR.
Attorney General of California
KELVIN C. GONG
Supervising Deputy Attorney General
SCOTT CHAN
Deputy Attorney General
State Bar No. 160731
455 Golden Gate Avenue, Suite 11000
San Francisco, CA 94102-7004
Telephone: (415) 703-5652
Fax: (415) 703-5480
E-mail: Scott.Chan@doj.ca.gov
*Attorneys for the Petitioner, the People of the State
of California*

FILED

JUN 18 2010

DAVID H. YAMASAKI
Chief Executive Officer/Clerk
Superior Court of CA County of Santa Clara
BY _____ DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

**IN RE THE MATTER OF THE CHINESE-
AMERICAN MUTUAL ASSISTANCE
ASSOCIATION, INC.,**

A Corporation in Process of Winding Up.

Case No. 10CV167333

**ORDER FOR PETITION FOR COURT
SUPERVISION OF VOLUNTARY
WINDING UP OF THE CHINESE-
AMERICAN MUTUAL ASSISTANCE
ASSOCIATION, INC. AND
APPOINTMENT OF RECEIVER**

Date: June 11, 2010
Time: 9:00 am
Dept: 17
Judge: Jamie A. Jacobs-May, Presiding Judge
Trial Date:
Action Filed:

The Court having read and considered the Petition in this action, and its supporting
declarations, together with all other pleadings and papers filed by the parties, and finding good
cause therefor,

IS HEREBY ORDERED:

**I. THE COURT ASSUMES JURISDICTION PURSUANT TO CORPORATIONS
CODE SECTION 6614.**

**ORDER FOR PETITION FOR COURT SUPERVISION OF VOLUNTARY WINDING UP OF THE
CHINESE-AMERICAN MUTUAL ASSISTANCE ASSOCIATION**

1 **II. APPOINTMENT OF RECEIVER.**

2 1 **APPOINTMENT OF RECEIVER:** The appointment of Mohamed Poonja of Poonja &
3 Company located at P.O. Box 1510, Los Altos, California 94023 as receiver (the "Receiver") in
4 this action is confirmed.

5
6 2. **THE RECEIVERSHIP ESTATE.** The "Receivership Estate" or "Property," as those
7 terms are used herein comprises all of the real, personal, tangible and intangible property of the
8 Chinese-American Mutual Assistance Association, Inc. ("CMAA") including, but not limited to
9 its building and property located at 1669 Flanigan Drive, San Jose, California 95121, and any
10 other collateral that secures any and all loans taken out by CMAA. Without limiting the
11 foregoing, the Receivership Estate includes, without limitation:

12 a. the real property and all improvements thereto described above and located at 1669
13 Flanigan Drive, San Jose, California 95121;

14 b. all personal property, including, but not limited to, cash and security deposits derived
15 from the Receivership Estate, and all maintenance materials, supplies, equipment and tools; and
16

17 c. all books and records kept by CMAA in whatever form.

18 3. **POSSESSION BY THE RECEIVER:** The Receiver shall take immediate possession of
19 the Receivership Estate.

20 4. **POWERS AND DUTIES OF RECEIVER:** The Receiver shall have all powers, duties
21 and authorities as are provided by law to use, operate, manage and control the Receivership
22 Estate, to collect and receive any and all rents, sub-rents, lease payments, profits and other
23 income from the Receivership Estate, to protect, preserve, improve and maintain the Receivership
24 Estate, and to incur expenses that are necessary and appropriate to care for, preserve and maintain
25 the Receivership Estate. Without limiting the foregoing, the Receiver's powers and duties shall
26 specifically include:
27
28

- 2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
- a. Determining the priority of claims to be paid subject to approval by the above-entitled Superior Court ("Court"). Subject to the approval of the Court, distributing a minimum of 85% of CMAA's liquidated assets, net of costs of the receivership, to the participants of CMAA's program called the "CMAA Senior Mutual Assistance Program" ("Senior Program"). Additionally, only if approved by the Court, distributing no more than 15% of CMAA's liquidated assets, net of costs of the receivership, to another California public benefit corporation approved by the Court which has a similar charitable purpose as CMAA;
 - b. The Receiver shall collect any rents, profits and other income from the Property, wherever they may exist;
 - c. Monies coming into the possession of the Receiver and not expended for necessary operating expenses or any other purposes authorized by this Order shall be held by the Receiver in one or more bank accounts at such federally-insured banking institutions as the Receiver shall select, subject to such further orders as this Court may hereafter issue as to the disposition of such monies.
 - d. Subject to further order of this Court and to the extent there are funds in the Receivership Estate, the Receiver may operate and manage the Property, and the Receiver is authorized (i) to pay all ordinary and necessary expenses relating to operating the Property, (ii) to pay property taxes and assessments assessed against the Property, (iii) to purchase materials, supplies and services, (iv) to pay expenses incurred for maintenance, repairs and alterations reasonably necessary and proper to keep the Property in good condition, and (v) to pay for the foregoing items at the ordinary and usual rates and price out of the funds that shall come into his possession as Receiver. Notwithstanding the foregoing, the Receiver is to make no payment for accrued liabilities of the CMAA existing prior to this

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Order other than expenses that in his reasonable judgment are necessary or proper to preserve and protect the Property.

- c. The Receiver shall notify all necessary local, state and federal governmental agencies of his appointment as Receiver, including the California Franchise Tax Board, the Internal Revenue Service and the California Board of Equalization.
- f. The Receiver shall, upon taking possession of the Property, immediately determine whether, in the Receiver's judgment, there is sufficient insurance coverage for the Property and shall notify the parties herein of his determination. If sufficient coverage does exist, the Receiver may have himself named as an additional insured on the policy or policies for the period that he is in possession of the Property. If sufficient insurance coverage does not exist and only if there are funds in the Receivership Estate to cover it, including coverage for any actions taken by the Receiver within the scope of his receivership, the Receiver shall immediately so notify the parties to this lawsuit and shall procure, within ten (10) days, sufficient insurance for the Property, provided there are funds in the Receivership Estate available to do so. The Receiver shall not be personally liable for any uninsured claims arising prior to the time that sufficient insurance is in place and in force.
- g. The Receiver shall take receipt of any mail addressed to CMAA or any employee, volunteer or agent thereof, for the purpose of opening that mail and taking receipt of payments payable with respect to the Receivership Estate.
- h. To the extent deemed appropriate by the Receiver, the Receiver may encumber the Property to borrow additional funds to enable the Receiver to perform his duties and satisfy his costs and expenses hereunder if approved by the Court.
- i. The Receiver shall develop a reasonable standard for evaluating proof of claims and may,

2 at the Receiver's discretion, follow or modify the proof of claims standards used by the
3 United States Bankruptcy Courts, which standard shall be subject to approval by the
4 Court.

5 j. The Receiver may charge \$375.00 per hour for his receivership services and is authorized
6 to retain legal counsel necessary to effectuate the receivership. The Receiver is authorized
7 to have Duane Morris LLP as his counsel who shall charge customary rates, not to exceed
8 \$550 per hour. The fees awarded to the Receiver or his counsel are subject to approval by
9 this Court.

10 k. The Receiver is authorized to retain the services of and enter into contracts, maintenance
11 and repair companies, licensed engineers or other building professionals, property
12 managers, and environmental consultants and contractors as the Receiver may select, and
13 as the Receiver may deem necessary or appropriate to properly investigate, monitor and/or
14 remediate any conditions or issues pertaining to the Property.

15
16 l. The Receiver is authorized to market and sell the Property and to take such actions as are
17 necessary to effectuate a private sale of the Property. In carrying out these duties, the
18 Receiver is authorized to retain properly qualified real estate professionals, including, but
19 not limited to, a real estate appraiser, broker and/or agent to list and market the Property.

20
21 Any sale of real property requires approval by the Court and shall be done by motion with
22 the Court.

23 m. In performing his duties, no risk or obligation shall be the personal risk or obligation of
24 the Receiver, but rather shall be solely the risk or obligation of the Receivership Estate.

25 n. Upon liquidation of all Property and distribution of the assets pursuant to the Settlement
26 Agreement, the Receiver shall then be divested of possession, custody and control of the
27 applicable Property and, if consistent with existing law, the Receiver shall have no further
28

2 liability as to the applicable Property. Discharge of the Receiver shall require an order of
3 this Court after filing of the Receiver's Final Accounting and exoneration of the
4 Receiver's bond.

5 o. No less frequently than once per quarter, the Receiver will prepare periodic interim
6 statements reflecting the Receiver's fees and administrative and management costs
7 incurred in the operation and administration of the Receivership Estate. Upon completion
8 of an interim statement, and mailing a copy to the parties' respective attorneys of record
9 or any other designated person or agent, the Receiver may pay from funds in the
10 Receivership Estate, if any, the amount of said statement. Notwithstanding the periodic
11 payment of the Receiver's fees and administrative expenses, said fees and expenses shall
12 be submitted to the Court for its approval and confirmation, in the form of either a noticed
13 interim request for fees, a stipulation among all the parties, or the Receiver's Final
14 Accounting.

15 p. It is further ordered that the Receiver may at any time, apply to this Court for further
16 instructions and for further powers necessary to enable the Receiver to perform his duties.

17 q. CMAA, its Board of Directors, its representatives, employees, and all other persons in
18 active concert and participation with them, shall fully cooperate with the Receiver and
19 shall fully cooperate in immediately making available and turning over to the Receiver all
20 Property, keys to the Property and the originals (or, with the Receiver's consent, copies)
21 of all books, records, ledgers, bank records, documents, subcontracts, contracts, computer
22 software and other business records wherever located relating to the Property. The
23 Receiver shall retain all documents until final disposition of the documents is determined
24 and approved by the Court. Documents shall be made available for copying and all
25 requests for copies shall be at the requestor's expense.
26
27
28

- 2 Receiver will not be able to respond to those who submit the information.
- 3 s. It is further ordered that Petitioner shall post on its website copies of all pleadings that are
- 4 filed in this case, including but not limited to motions to sell assets, to establish
- 5 procedures for claims allowance, interim accountings and any court order, as well as any
- 6 other document requested by the Receiver or the Court.
- 7
- 8 t. All requests for court approval shall be served by mail on Deputy Attorney General Scott
- 9 Chan, Mr. George Kasolas, counsel for CMAA, and Mr. Tam Nguyen, counsel for a
- 10 number of the participants.
- 11 u. The instant order shall be posted on the Office of the Attorney General's website within
- 12 10 days of the signing of the order.
- 13

14

15 Dated: June 18, 2010

16

17

18 JUDGE OF THE SUPERIOR COURT

19 JUDGE GEORGE KASOLAS

20

21

22

23

24

25

26

27

28

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA

FILED

In Re the Matter of the Chinese-American Mutual Assistance
Association, Inc.,

A Corporation in Process of Winding Up.

DAVID H. YAMASAKI
Clerk of the Court
Superior Court of California
County of Santa Clara
San Jose, California 95113

PROOF OF SERVICE BY MAIL OF:
ORDER FOR PETITION FOR COURT SUPERVISION OF
VOLUNTARY WINDING UP OF THE CHINESE-AMERICAN
MUTUAL ASSISTANCE ASSOCIATION, INC., AND
APPOINTMENT OF RECEIVER

Case Number:

1100A-10-173

CLERK'S CERTIFICATE OF SERVICE: I certify that I am not a party to this case and that a true copy of this document was mailed first class, postage fully prepaid, in a sealed envelope addressed as shown below and the document was mailed at SAN JOSE, CALIFORNIA on :

David H. Yamasaki, Chief Executive Officer/Clerk

BY  Collins, Deputy

Scott Chan, Esq.
Office of the Attorney General
455 Golden Gate Avenue, Ste. 11000
San Francisco, CA 94102-7004

George Kasolas, Esq.
Law Office of George Kasolas
1190 S. Bascom, Ste. 213
San Jose, CA 95128

Aron Oliner, Esq.
Duane Morris LLP
1 Market Spear Tower #2000
San Francisco, CA 94105-1104

Tam Nguyen, Esq.
545 E. St. John Street
San Jose, CA 95112

Proof of service
Clerk's Certificate of Service

EXHIBIT B

AGREEMENT FOR PURCHASE AND SALE

NOVEMBER 29, 2010

TABLE OF CONTENTS

ARTICLE	Page
ARTICLE I BASIC DEFINITIONS.....	1
ARTICLE II PURCHASE AND SALE.....	3
ARTICLE III CONDITIONS PRECEDENT.....	7
ARTICLE IV COVENANTS, WARRANTIES AND REPRESENTATIONS.....	8
ARTICLE V DEFAULT	10
ARTICLE VI ESCROW AND CLOSING.....	12
ARTICLE VII MISCELLANEOUS.....	15
Exhibit A - Preliminary Title Report	
Exhibit B - Inspection Letter	
Exhibit C - Disclosure Statement	
Exhibit D - List of Contracts	
Exhibit E - Reserved	
Exhibit F - Reserved	
Exhibit G - Assignment of Development Agreement and Intangible Property	
Exhibit H - Grant Deed	

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT FOR PURCHASE AND SALE is made and entered into as of November 29, 2010, by and between Mohamed Poonja, Court Appointed Receiver for Chinese American Mutual Assistance Association ("Seller"), and 9969 Asset, LLC and/or Nominee ("Buyer").

RECITALS

A. Seller owns the real property commonly known as 1669 Flanagan Dr., San Jose, CA, legally defined as shown in the Preliminary Title Report attached to this Agreement as Exhibit A, and defined below with greater specificity as the "Real Property".

B. Buyer desires to purchase from Seller and Seller desires to sell to Buyer, subject to the terms and conditions contained in this Agreement, the foregoing real property and any and all associated intangible property owned by Seller.

AGREEMENT

NOW, THEREFORE, Buyer and Seller do hereby agree as follows:

ARTICLE I BASIC DEFINITIONS

Closing Date. The term "Closing Date" shall mean the date 30 days following the date of Court Approval, or any earlier date approved in writing by Buyer and Seller for the close of escrow with respect to the purchase and sale of the Property.

Contract Period. The term "Contract Period" shall mean the period from the date of this Agreement through and including the Closing Date.

Court Approval. The term "Court Approval" shall mean as set forth in Section 3.1(b)(ii).

Disclosure Materials. The term "Disclosure Materials" shall mean the material and information relating to the Property disclosed to Buyer in connection with this Agreement.

Disclosure Statement. The term "Disclosure Statement" shall mean the statement set forth as Exhibit C to this Agreement.

Inspection Letter. The term "Inspection Letter" shall mean a letter in the form attached as Exhibit B to this Agreement, to be delivered by Buyer to Seller on or prior to the close of the Inspection Period pursuant to Section 3.2 below.

Inspection Period. The term "Inspection Period" shall mean the period commencing on the date of this Agreement, and ending at 5:00 p.m. California time on the date that is forty-five (45) days following the date of this Agreement (or, if such date is not a business day, then the next following business day); provided that the Inspection Period may end earlier at Buyer's

election upon delivery by Buyer to Seller of the Inspection Letter (representing the conclusive waiver by Buyer of any further Inspection Period).

Intangible Property. The term "Intangible Property" shall mean (a) any and all transferable or assignable permits, building plans and specifications, certificates of occupancy, operating permits, sign permits, development rights and approvals, certificates, licenses, warranties and guarantees, trade names, service marks, engineering, soils, pest control and other reports relating to the Property, tenant lists, advertising materials, and telephone exchange numbers identified with the Property; (b) all maintenance, service and other operating contracts, equipment leases and other arrangements or agreements to which Seller is a party affecting the ownership, repair, maintenance, management, leasing or operation of the Property, in each case, solely to the extent such agreement is not terminated as of the Closing Date; and (c) all other transferable intangible property, miscellaneous rights, benefits or privileges of any kind or character with respect to the Property.

Land. The term "Land" shall mean the land described in Exhibit A, together with all rights and appurtenances pertaining to such land.

Permitted Exceptions. The term "Permitted Exceptions" shall have the meaning set forth in Section 2.4(c) below.

Property. The term "Property" shall mean the Real Property, together with Seller's interest in the Intangible Property.

Purchase Price. The term "Purchase Price" shall mean as set forth in Section 2.2 of this Agreement.

Real Property. The term "Real Property" shall mean the Land and all rights, privileges, easements, and appurtenances to the Land, including without limitation any air, development, water, hydrocarbon or mineral rights held by Seller, all licenses, easements, rights-of-way, claims, rights or benefits, covenants, conditions and servitudes and other appurtenances used or connected with the beneficial use or enjoyment of the Land and all rights or interests relating to any roads, alleys or parking areas adjacent to or servicing the Land.

Title Company. The term "Title Company" shall mean First American Title Insurance Company, 1737 North First Street, Suite 100, San Jose, California 95112; Attn: Linda Tugade (Telephone: (408) 451-7800).

Title Report. The term "Title Report" shall mean a preliminary report pertaining to the Property to be prepared by Title Company, together with the underlying documents referenced therein.

ARTICLE II PURCHASE AND SALE

Section 2.1 Purchase and Sale. Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property upon all of the terms, covenants and conditions set forth in this Agreement.

Section 2.2 Purchase Price. The purchase price for the Property (the "Purchase Price") shall be the sum of Three Million Four Hundred Twenty-Five Thousand Dollars (\$3,425,000.00). The entire amount of the Purchase Price (less the Deposit delivered pursuant to Article V below) shall be payable by Buyer to Seller through payment in cash on the Closing Date through the escrow described in Section 6.1 below.

Section 2.3 Buyer's Review and Seller's Disclaimer.

(a) Subject to the provisions of subsection 2.3(c) and Section 2.4 below, during the Inspection Period, Buyer shall be permitted to make a complete review and inspection of the physical, legal, economic and environmental condition of the Property, including, without limitation, any leases and contracts affecting the Property, books and records maintained by Seller or its agents relating to the Property, pest control matters, soil condition, asbestos, PCB, hazardous waste, toxic substance or other environmental matters, compliance with building, health, safety, land use and zoning laws, regulations and orders, plans and specifications, structural, life safety, HVAC and other building system and engineering characteristics, traffic patterns, any and all estoppel certificates from third parties that Buyer may deem necessary or appropriate and all other information pertaining to the Property. Without representation or warranty, Seller shall cooperate in Buyer's review and provide Buyer with the opportunity to review development agreements and other entitlement documents, financial reports and other third-party inspection reports and similar materials in Seller's possession relating to the Property (excluding appraisals, internal valuations, materials that are subject to the attorney-client privilege and similar proprietary materials that may be in Seller's possession).

(b) Buyer acknowledges (i) that Buyer has entered into this Agreement with the intention of making and relying upon its own investigation of the physical, environmental, economic and legal condition of the Property, (ii) that other than those specifically set forth in Section 4.1 below, Seller is not making and has not at any time made any warranty or representation of any kind, express or implied, with respect to the Property, warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, zoning and land use entitlement status, tax consequences, latent or patent physical or environmental condition, utilities, operating history or projections, valuation, projections, compliance with law or the truth, accuracy or completeness of the Disclosure Materials, (iii) that other than those specifically set forth in Section 4.1 below, Buyer is not relying upon and is not entitled to rely upon any representations and warranties made by Seller or anyone acting or claiming to act on Seller's behalf, (iv) that the Disclosure Materials include soils, environmental and physical reports prepared for Seller by third parties as to which Buyer has no right of reliance, that Buyer has conducted an independent evaluation of such matters and that Seller has made no representation whatsoever as to accuracy, completeness or adequacy of any such reports, and

(v) that the Disclosure Materials may include economic projections which reflect assumptions as to future market status and future Property development, income and expense with respect to the Property which are inherently uncertain and as to which Seller has not made any guaranty or representation whatsoever. Buyer further acknowledges that it has not received from Seller any accounting, tax, legal, architectural, engineering, property development or other advice with respect to this transaction and is relying solely upon the advice of its own accounting, tax, legal, architectural, engineering, property development and other advisors. Seller shall, however, at Buyer's request, provide letters to Buyer addressed to each of the third parties who prepared reports for Seller as referenced in clause (iv) immediately above permitting such parties to speak with Buyer, and Seller shall reasonably cooperate with Buyer (at no cost to Seller) to allow Buyer to obtain from each such party the right to rely upon any such prior reports or to obtain an updated report from any such party to Buyer, all at Buyer's sole cost and expense. Based upon the order of Buyer's familiarity with and due diligence relating to the Property and pertinent knowledge as to the markets in which the Property is situated and in direct consideration of Seller's decision to sell the Property to Buyer for the Purchase Price and not to pursue available disposition alternatives, Buyer shall purchase the Property in an "as is, where is and with all faults" condition on the Closing Date and assumes fully the risk that adverse latent or patent physical, development, environmental, economic or legal conditions may not have been revealed by its investigations. Buyer specifically undertakes and assumes all risks associated with the matters disclosed by Seller on the Disclosure Statement. Seller and Buyer acknowledge that the compensation to be paid to Seller for the Property has taken into account that the Property is being sold subject to the provisions of this Section 2.4. Seller and Buyer agree that the provisions of this Section 2.4 shall survive closing.

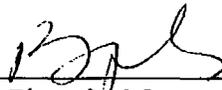
Consistent with the foregoing and subject solely to the representations set forth in Section 4.1 and the limitations on such representations set forth in Section 4.4, effective as of the Closing Date, Buyer, for itself and its agents, affiliates, successors and assigns, hereby releases and forever discharges Seller, its respective members, beneficial owners, agents, affiliates, successors and assigns (collectively the "Releasees") from any and all rights, claims and demands at law or in equity, whether known or unknown at the time of this Agreement, which Buyer has or may have in the future, arising out of the physical, environmental, economic or legal condition of the Property, including, without limitation, all claims in tort or contract and any claim for indemnification or contribution arising under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. Section 9601, et. seq.) or any similar federal, state or local statute, rule or ordinance relating to liability of property owners for environmental matters. Without limiting the foregoing, Buyer, upon closing, shall be deemed to have waived, relinquished and released Seller and all other Releasees from and against any and all matters arising out of latent or patent defects or physical conditions, developability, violations of applicable laws and any and all other acts, omissions, events, circumstances or matters affecting the Property. For the foregoing purposes, Buyer hereby specifically waives the provisions of any law of any state, territory or jurisdiction the import of which is as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Buyer hereby specifically acknowledges that Buyer has carefully reviewed this subsection and discussed its import with legal counsel and that the provisions of this subsection are a material part of this Agreement.

BUYER:

9969 Asset, LLC and / or Nominee

By: 
Bryan Phan, its Manager

The foregoing provisions of release shall not apply to claims against Seller for Seller's fraud or for indemnification or contribution based on rights arising under environmental laws based upon Seller's generation or release (which, for such purposes, shall not be deemed to include mere movement of substances under the Property which were present as of the date of Seller's acquisition of the Property, any migration of substances from adjoining property or any matters as to which Buyer has actual knowledge as of the Closing Date) of toxic or hazardous substances on or about the Property during Seller's ownership of the Property. Buyer's release shall apply however, to any claims against Seller based upon the generation or release of toxic or hazardous substances by any predecessor of Seller or by any trespassers, invitees, tenants of the Property or other third parties.

(c) Buyer's exercise of the rights of review and inspection set forth in subsection (a) shall be subject to the following limitations: (i) any entry onto the Property by Buyer, its agents or representatives, shall be during normal business hours, following reasonable prior notice to Seller and delivery to Seller of satisfactory evidence of Buyer's general liability insurance (in the amount of at least One Million Dollars (\$1,000,000) and with Seller named as an additional insured), and, at Seller's discretion, accompanied by a representative of Seller; (ii) Buyer shall not conduct any drilling, test borings or other disturbance of the Real Property for review of soils, compaction, environmental, structural or other conditions without Seller's prior written consent; (iii) any discussions or interviews with any third party, any constituent partner, member, agent or employee of Seller shall be conducted in the presence of an authorized Seller Representative, as defined in Section 7.6, or an agent or employee of Seller approved by an authorized Seller Representative; and (iv) Buyer shall indemnify, defend and hold Seller harmless from all loss, cost, liability and expense resulting from any entry or inspections performed by Buyer, its agents or representatives. The provisions of clause (iv) immediately above shall survive the closing and any termination of this Agreement.

(d) Buyer shall indemnify, defend and hold Sellers harmless from and against any and all losses, damages, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and costs), claims and liabilities in connection with or relating directly or indirectly to the Property and arising out of or resulting from acts or omissions occurring from and after the Closing Date. The provisions of this Section 2.4(d) shall survive the closing.

Section 2.4 Title and Survey Inspection.

(a) Buyer acknowledges that Seller has made available to Buyer as part of the Disclosure Materials: Seller's existing title insurance policies; the Title Report, including all documents and information pertaining to the exceptions to title listed therein; and ALTA/ATSM surveys with respect to the Property. Buyer may secure during the Inspection Period any additional title report or survey updates desired by Buyer, all at Buyer's cost. Any title exceptions to title to the Property or issues related to such title or otherwise affecting title to the Property shall be referred to as "Title Exceptions." Buyer shall have the right to request that Title Company provide at Buyer's sole cost and expense any reinsurance or endorsements Buyer shall request during the Inspection Period, provided that the issuance of such reinsurance or endorsements shall not be a condition to or delay the closing.

(b) Buyer may advise Seller in writing and in reasonable detail, not later than 10 days prior to the close of the Inspection Period, what Title Exceptions, if any, are not acceptable to Buyer (the "Title Objections"). Buyer shall not, however, unreasonably express disapproval of any Title Exceptions and, prior to notifying Seller of any Title Objections, shall endeavor in good faith, but at no cost to Buyer, to cause Title Company to modify and update its preliminary report to reflect requested corrections and revisions. Seller shall have five days after receipt of Buyer's Title Objections to give Buyer notice that (a) Seller will remove any Title Objections from title (or, if acceptable to Buyer, in its reasonable judgment, afford Title Company necessary information or certifications to permit it to insure over such exceptions) or (b) Seller elects not to cause such exceptions to be removed. Seller's failure to provide notice to Buyer within such 5-day period as to any Title Objection shall be deemed an election by Seller not to remove the Title Objection. If Seller so notifies or is deemed to have notified Buyer that Seller shall not remove any or all of the Title Objections, Buyer shall have until the close of the Inspection Period to determine whether (i) to proceed with the purchase and take the Property subject to such exceptions or (ii) to terminate this Agreement. Buyer's delivery of the Inspection Letter shall constitute Buyer's conclusive agreement to accept the Property subject to the Permitted Exceptions, including, without limitation, any Title Objections that Seller did not commit to remove as provided above.

(c) "Permitted Exceptions" shall include and refer to: any and all Title Exceptions that exist prior to the expiration of the Inspection Period (other than any Title Objections that Seller committed to remove as provided above); zoning ordinances and regulations and other laws or regulations governing use or enjoyment of the Property; liens to secure taxes and assessments not yet due and payable; customary utility easements; Title Exceptions caused by or created with the consent of Buyer; and other matters which do not materially and adversely affect the use, occupancy, development or value of the Property. Notwithstanding the foregoing, Seller shall remove at Seller's sole cost and expense on or prior to the Closing Date, and there shall not be treated as Permitted Exceptions, any liens of any mortgages or deeds of trust securing indebtedness of Seller.

(d) Seller shall have no obligation to execute any affidavits or indemnifications in connection with the issuance of Buyer's title insurance excepting only customary affidavits as to authority, the rights of tenants in occupancy and the status of mechanics' liens.

ARTICLE III
CONDITIONS PRECEDENT

Section 3.1 Conditions.

(a) Notwithstanding anything in this Agreement to the contrary, Buyer's obligation to purchase the Property shall be subject to and contingent upon the satisfaction or waiver of the following conditions precedent:

- (i) Buyer's inspection and approval, in Buyer's sole and absolute discretion, within the Inspection Period, of all physical, environmental, economic and legal matters relating to the Property, pursuant to Section 2.4 above.
- (ii) The willingness of Title Company to issue, upon the sole condition of the payment of its regularly scheduled premium, a CLTA standard coverage owner's policy of title insurance (the "Title Policy"), insuring Buyer in the amount of the Purchase Price that title to the Real Property is vested of record in Buyer on the Closing Date subject only to the printed conditions and exceptions of such policy and the Permitted Exceptions accepted or deemed accepted by Buyer.
- (iii) Seller's performance or tender of performance of all material obligations under this Agreement and the material truth and accuracy of Seller's express representations and warranties as of the Closing Date.

(b) Notwithstanding anything in this Agreement to the contrary, Seller's obligation to sell the Property shall be subject to and contingent upon the satisfaction or waiver of the following conditions precedent:

- (i) Buyer's performance or tender of performance of all material obligations under this Agreement and the material truth and accuracy of Buyer's express representations and warranties as of the Closing Date.
- (ii) Seller's receipt of confirmation of this Agreement and the performance of its obligations hereunder by the Superior Court of California, County of Santa Clara ("Court Approval"). Seller shall seek Court Approval promptly following the date of Buyer's delivery to Seller of the Inspection Letter, or any sooner date.
- (iii) The satisfaction or Buyer's written waiver of the conditions set forth in subparagraphs (a)(ii) and (iii).

Section 3.2 Failure or Waiver of Conditions Precedent. In the event any of the conditions set forth in Section 3.1 are not fulfilled or waived, the party benefited by such condition may, by written notice to the other party, terminate this Agreement, whereupon all rights and obligations hereunder of each party shall be at an end, excepting those that survive closing or termination by their terms herein. Either party may, at its election, at any time or times on or before the date specified for the satisfaction of the condition, waive in writing the benefit of any of the conditions set forth in Section 3.1(a) and 3.1(b) above. Notwithstanding the foregoing, Buyer's failure to deliver to Seller on the last day or prior to the close of the Inspection Period an executed Inspection Letter in the form attached as Exhibit B, without modification or qualification in any manner whatsoever, shall be deemed a failure of the condition set forth in Section 3.1(a)(i) above, in which event this Agreement shall terminate as of the first business day following the Inspection Period. In the event this Agreement is terminated as a result of the failure of any condition set forth in Section 3.1(a), Seller shall return the full amount of the Deposit, plus any accrued interest, to Buyer. In any event, Buyer's consent to the close of escrow pursuant to this Agreement shall waive any remaining unfulfilled conditions.

ARTICLE IV COVENANTS, WARRANTIES AND REPRESENTATIONS

Section 4.1 Seller's Warranties and Representations. Seller makes the following representations and warranties to Buyer as of the date of this Agreement; provided that each of such representations and warranties shall be deemed to be modified by any contrary or qualifying information set forth on the Disclosure Statement or otherwise disclosed to Buyer in writing or discovered by Buyer prior to the Closing Date:

(a) Except for the approval contemplated in Section 3.1(b)(ii), Seller has full power and lawful authority to enter into and carry out the terms and provisions of this Agreement and to execute and deliver all documents which are contemplated by this Agreement, and all actions of Seller necessary to confer such power and authority upon the persons executing this Agreement (and all documents which are contemplated by this Agreement) on behalf of Seller have been taken;

(b) To Seller's knowledge, Seller has received no written notice of any threatened or pending litigation against Seller which would materially and adversely affect Seller's capacity to perform under this Agreement;

(c) Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code;

(d) To Seller's knowledge, (i) the list of contracts attached to this Agreement as Exhibit D is a complete and accurate list of any contracts presently in effect with respect to the Property that will survive the closing hereunder, (ii) the copies of such contracts that have been (or will be) delivered or made available to Buyer are true, correct and complete, (iii) each such contract is in full force and effect, and (iv) Seller has not received written notice of any default by Seller under any such contract;

(e) To Seller's knowledge, Seller has received no written notice from any governmental authorities that eminent domain proceedings for the condemnation of the Property are pending;

(f) To Seller's knowledge, Seller has received no written notice of any threatened or pending litigation against Seller or affecting the Property which would materially and adversely affect the Property; and

(g) To Seller's knowledge, Seller has received no written notice from any governmental authority that any of the improvements located on the Property are presently in violation of any applicable building codes, zoning or land use laws, or other law, order, ordinance, rule or regulation affecting the Property.

As used herein, the term "Seller's knowledge" or words of similar effect shall mean the current actual, subjective knowledge of Mohamed Poonja without independent investigation or inquiry. Such individual's knowledge shall not include information or material which may be in the possession of Seller or the named individual, but of which the named individual is not actually aware. Seller shall have no liability for the breach of any representations or warranties absent an arbitrated or judicial finding that the named individual knowingly withheld information from Buyer with respect to the subject matter of the representation or warranty or falsified information delivered to and relied upon by Buyer and that such action amounted to a violation of a representation or warranty expressly set forth in this Agreement. Neither of the named individual whose sole knowledge is imputed to Seller under this Section nor any party other than Seller shall bear responsibility for any breach of such representation.

Section 4.2 Seller's Covenants. Seller hereby covenants and agrees as follows:

(a) During the Contract Period, Seller will exercise reasonable and good faith efforts to operate and maintain the Property in a manner consistent with current practices; and

(b) During the Contract Period, Seller will not execute or modify any contract, without Buyer's prior approval, which approval shall not be unreasonably withheld and shall be deemed given if Buyer should fail to approve or disapprove any such matter in writing within 3 business days following Seller's request for such action.

Section 4.3 Buyer's Warranties and Representations. Buyer hereby represents and warrants to Seller that (a) Buyer has and as of the Closing Date shall have, full power and lawful authority to enter into and carry out the terms and conditions of this Agreement and to execute and deliver all documents which are contemplated by this Agreement, (b) all actions necessary to confer such power and authority upon the persons executing this Agreement and all documents which are contemplated by this Agreement to be executed on behalf of Buyer or its assignee have been taken and (c) Buyer has received no written notice of any threatened or pending litigation which would materially and adversely affect Buyer's capacity to perform under this Agreement.

Section 4.4 Limitations. The parties agree that

(a) (i) Seller's covenants, indemnities, warranties and representations contained in this Agreement and in any document executed by Seller pursuant to this Agreement shall survive Buyer's purchase of the Property only for a period commencing on the Closing Date and ending on the date that is one hundred twenty (120) days following the Closing Date (the "Limitation Period"), (ii) Seller's liability for breach of any such covenant, indemnity, representation or warranty with respect to any Property shall be limited to claims in excess of an aggregate \$10,000 and Seller shall be liable only to the extent that such aggregate exceeds such figure, (iii) Seller's aggregate liability for claims arising out of such covenants, indemnities, representations and warranties shall not exceed \$100,000, and (iv) Buyer shall provide actual written notice to Seller prior to the expiration of the Limitation Period of any alleged breach of such covenants, indemnities, warranties or representations and shall allow Seller 30 days within which to cure such breach, or, if such breach cannot reasonably be cured within 30 days, an additional reasonable time period, so long as such cure has been commenced within such 30 days and diligently pursued. If Seller fails to cure such breach after actual written notice and within such cure period, Buyer's sole remedy shall be an action at law for damages as a consequence thereof, which must be commenced, if at all, within the Limitation Period; provided, however, that if within the Limitation Period Buyer gives Seller written notice of such a breach and Seller notifies Buyer of Seller's commencement of a cure, commences to cure and thereafter terminates such cure effort, Buyer shall have an additional 30 days from the date of such termination within which to commence an action at law for damages as a consequence of Seller's failure to cure. The Limitation Period referred to herein shall apply to known as well as unknown breaches of such covenants, indemnities, warranties or representations. Buyer's waiver and release set forth in Section 2.3 shall apply fully to liabilities under such covenants, indemnitees, representations and warranties. Buyer specifically acknowledges that such termination of liability represents a material element of the consideration to Seller.

(b) Notwithstanding any contrary provision of this Agreement, if Seller becomes aware during the Contract Period of any matters which make its representations or warranties untrue, Seller shall promptly disclose such matters to Buyer in writing. In the event that Seller so disclose any matters which make any of Seller's representations or warranties untrue in any material respect or in the event that Buyer otherwise becomes aware during the Contract Period of any matters which make any of Seller's representations or warranties untrue in any material respect, Seller shall bear no liability for such matters (provided that Seller has not breached an express covenant set forth in this Agreement), but Buyer shall have the right to elect in writing on or before the Closing Date, (i) to waive such matters and complete the purchase of the Property in accordance with the terms of this Agreement, or (ii) as to any matters disclosed following the expiration of the Inspection Period, to terminate this Agreement. Buyer's delivery of the Inspection Letter shall constitute Buyer's conclusive agreement to accept or waive any such matters disclosed to or discovered by Buyer prior to the close of the Inspection Period.

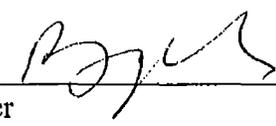
ARTICLE V DEFAULT

Section 5.1 Deposit. Within three (3) business days following the execution of this Agreement by both Buyer and Seller, Buyer shall deliver to Title Company, for deposit into the escrow described in Section 6.1 below, cash in an amount equal to Fifty Thousand Dollars

(\$50,000), which shall serve as the "Initial Deposit." On or before the expiration of the Inspection Period, Buyer shall deliver to Title Company the additional sum of One Hundred Thousand Dollars (\$100,000)(the "Additional Deposit"), which, together with the Initial Deposit, shall be referred to in this Agreement as the "Deposit". Concurrently with Buyer's deposit of the Additional Deposit with Title Company, Buyer shall instruct Title Company in writing to release the entire Deposit to or as directed by Seller, and Title Company shall immediately do so. In the event that this transaction is consummated as contemplated by this Agreement, then the entire amount of the Deposit, together with any interest accrued thereon prior to its release from escrow, shall be credited against the Purchase Price. The entire amount of the Deposit, together with interest accrued thereon prior to its release from escrow, shall be returned immediately to Buyer in the event that Buyer is entitled to terminate this Agreement due to the failure of any of the conditions precedent set forth in Section 3.1(a), or in the event that (a) the conditions precedent set forth in Section 3.1(b) shall have been satisfied or waived, (b) Buyer shall have performed fully or tendered performance of its obligations hereunder and (c) Seller shall fail to perform its material closing obligations under this Agreement. IN ALL OTHER EVENTS, THE ENTIRE AMOUNT OF THE DEPOSIT, TOGETHER WITH ACCRUED INTEREST, SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES. BUYER AND SELLER HEREBY ACKNOWLEDGE AND AGREE THAT SELLER'S DAMAGES IN THE EVENT OF SUCH A BREACH OF THIS AGREEMENT BY BUYER WOULD BE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT THE AMOUNT OF THE DEPOSIT TOGETHER WITH ACCRUED INTEREST IS THE PARTIES' BEST AND MOST ACCURATE ESTIMATE OF THE DAMAGES SELLER WOULD SUFFER IN THE EVENT THE TRANSACTION PROVIDED FOR IN THIS AGREEMENT FAILS TO CLOSE, AND THAT SUCH ESTIMATE IS REASONABLE UNDER THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT. BUYER AND SELLER AGREE THAT SELLER'S RIGHT TO RETAIN THE DEPOSIT TOGETHER WITH ACCRUED INTEREST SHALL BE THE SOLE REMEDY AT LAW OF SELLER IN THE EVENT OF A BREACH OF THIS AGREEMENT BY BUYER.

ACCEPTED AND AGREED TO:

Seller



Buyer

This Section 5.1 is intended only to liquidate and limit Seller's rights to damages arising due to Buyer's failure to purchase the Property and shall not limit the indemnification obligations of Buyer pursuant to any documents delivered pursuant to this Agreement or Sections 2.3(c), 2.3(d), 7.2, 7.8 and 7.11 of this Agreement.

Section 5.2 Seller's Default. If (a) the conditions precedent set forth in Section 3.1(b) shall have been satisfied or waived, (b) Buyer shall have performed fully or tendered performance of its material closing obligations hereunder and (c) Seller shall fail to perform its material closing obligations under this Agreement, then, in addition to the return of the Deposit set forth in Section 5.1 above, Buyer shall have the right to recover its actual monetary damages from Seller, up to an aggregate maximum amount of One Hundred Fifty Thousand Dollars

(\$150,000). Buyer shall have no right to pursue an action for specific performance or to record any notice of a pending action against the Property, unless Seller has breached its obligation to close under this Agreement with the intent of pursuing the transfer of the Property to a third party. Any liabilities relating to breach of representation and warranty or covenant or claim for indemnification shall be subject to the additional limitations set forth in Section 4.4 above. In no event shall Seller be liable to Buyer for any consequential or punitive damages based upon any breach of this Agreement, including breaches of representation or warranty. Buyer further agrees that recourse for any liability of Seller under this Agreement or any document or instrument delivered simultaneously or in connection with or pursuant to this Agreement shall be limited solely to the Property and, following the closing, to the extent of the Purchase Price allocated and distributed to Seller. Subject to applicable principles of fraudulent conveyance, in no event shall Buyer seek satisfaction for any obligation from any shareholders, officers, directors, employees, agents, legal representatives, successors or assigns of such trustees or beneficiaries, nor shall any such person or entity have any personal liability for any such obligations of Seller.

ARTICLE VI ESCROW AND CLOSING

Section 6.1 Escrow Arrangements. An escrow for the purchase and sale contemplated by this Agreement has been opened by Buyer and Seller with Title Company. At least one business day prior to the Closing Date, Seller and Buyer shall each deliver escrow instructions to Title Company consistent with this Article VI, and designating Title Company as the "Reporting Person" for the transaction pursuant to Section 6045(e) of the Code. In addition, the parties shall deposit in escrow, at least one business day prior to the Closing Date (unless otherwise provided below in this Section 6.1) the funds and documents described below:

- (a) Seller shall deposit (or cause to be deposited):
 - (i) duly executed and acknowledged grant deed in the form attached to this Agreement as Exhibit H (the "Deed");
 - (ii) two duly executed counterparts (each duly executed by Seller) of the assignment and assumption of Seller's interest in the Intangible Property, in the form attached to this Agreement as Exhibit G (the "Assignment of Intangible Property");
 - (iii) a certificate from Seller certifying the information required by § 1445 of the Internal Revenue Code and the regulations issued thereunder to establish, for the purposes of avoiding Buyer's tax withholding obligations, that Seller is not a "foreign person" as defined in Internal Revenue Code § 1445(f)(3), together with any state law counterparts (collectively, the "FIRPTA Certificate"), together with California Form 593-C duly executed by Seller; and

- (iv) in the event "the court" does not approve said sale to Buyer, all deposits shall be refunded to Buyer within a 72-hour period by said Title Company.
- (b) Buyer shall deposit:
 - (i) on or prior to the close of business on the business day immediately prior to the Closing Date, immediately available funds sufficient to pay the balance of the Purchase Price, plus sufficient additional cash to pay Buyer's share of all escrow costs and closing expenses;
 - (ii) two duly executed counterparts of the Assignment of Intangible Property, each executed by Buyer;
 - (iii) a certificate duly executed by Buyer in favor of Seller confirming the waivers and acknowledgments set forth in Sections 2.3 and 4.4 above; and
 - (iv) any other documents required of a transferee of real property in the State of California.

Section 6.2 Closing. Title Company shall close escrow on the Closing Date by:

- (a) recording the Deed;
- (b) issuing the Title Policy to Buyer;
- (c) delivering to Buyer the FIRPTA Certificate and one fully executed original of the Assignment of Intangible Property executed by Seller;
- (d) delivering to Seller (i) one fully executed original of the Assignment of Intangible Property executed by Buyer, (ii) the certificate described in Section 6.1(b)(iii) above; and (iii) funds in the amount of the Purchase Price, as adjusted for credits, proration and closing costs in accordance with this Article VI and as allocated pursuant to the direction of Seller; and
- (e) delivering to the identified transferees the instruments delivered into escrow by Buyer described in Section 6.1(b)(iv) above.

Section 6.3 Prorations.

(a) Taxes. Real estate taxes and any general or special assessments with respect to the Property shall be prorated as of the Closing Date, with respect to taxes and assessments due and payable in the tax year in which the Closing Date occurs, based on a year of twelve 30-day months. If the actual amount of taxes, assessments or other amounts to be prorated for the year in which the closing occurs is not known as of the Closing Date, the proration shall be based on the parties' reasonable estimates of such taxes, assessments and other

amounts. To the extent any real property taxes subject to apportionment in accordance with the foregoing are, as of the Closing Date, the subject of any appeal filed by or on behalf of Seller, then notwithstanding anything to the contrary contained in this subparagraph, (i) no apportionment of the taxes being appealed shall occur at the closing, but instead such apportionment shall be deferred until the outcome of the appeal is final and the amount of taxes owing becomes fixed at which time Seller shall be responsible for all such taxes that are allocable to any period prior to the Closing Date and Buyer shall be responsible for all such taxes that are allocable to any period from and after the Closing Date, and (ii) Seller shall provide Buyer with adequate security, either in the form of a bond or by escrowing the amounts being appealed, to assure Buyer that Seller's portion of such tax liability, including any penalty, will be available. To the extent any taxes which are the subject of an appeal have been paid by Seller under protest and the appeal results in Buyer receiving a credit toward future tax liability or a refund, then Buyer shall, within ten (10) days following receipt of such refund or notice of such credit, pay to Seller the full amount of such refund or credit, excluding, however, any portion of such refund or credit that is required to be passed through to the tenants pursuant to any leases or to other parties by existing contract.

(b) Prepaid Expenses. Buyer shall be charged for those prepaid expenses paid by Seller directly or indirectly allocable to any period from and after the Closing Date, including, without limitation, prepaid rents under any occupancy lease, annual permit and confirmation fees, fees for licenses and all security or other deposits paid by Seller to third parties, but only to the extent that Buyer will receive the benefit of any such prepaid expense on and after the Closing Date.

(c) Property Income and Expense. The following prorations and adjustments shall occur as of the closing. Prior to the Closing Date, Seller shall provide all information to Buyer required to calculate such prorations and adjustments and representatives of Buyer and Seller shall together make such calculations. Any income and expense shall be prorated on the basis of a 30-day month and on a cash basis (except for items of income and expense that are payable less frequently than monthly, which shall be prorated on an accrual basis). All such items attributable to the period prior to the Closing Date shall be credited to Seller; all such items attributable to the period on and following the Closing Date shall be credited to Buyer.

(d) Adjustments to Prorations. After the closing, the parties shall from time to time, as soon as is practicable after accurate information becomes available and in any event within 180 days following the Closing Date, recalculate and reapportion any of the items subject to proration or apportionment (i) which were not prorated and apportioned at the closing because of the unavailability of the information necessary to compute such proration, or (ii) which were prorated or apportioned at the closing based upon estimated or incomplete information, or (iii) for which any errors or omissions in computing prorations at the closing are discovered subsequent thereto, and thereafter the proper party shall be reimbursed based on the results of such recalculation and reapportionment. Unless otherwise specified herein, all such reimbursements shall be made on or before thirty (30) days after receipt of notice of the amount due. Any such reimbursements not timely paid shall bear interest at a per annum rate equal to ten percent (10%) from the due date until all such unpaid sums together with all interest accrued thereon is paid if payment is not made within ten (10) days after receipt of a bill therefor.

Section 6.4 Other Closing Costs.

(a) Buyer shall pay (i) any title premium in connection with the issuance of the Title Policy attributable to the cost of extended, rather than standard, coverage and the cost of any endorsements, together with the cost of any modifications to the surveys provided by Seller, (ii) one half of the transfer tax imposed upon the transfer of the Property by the City of San Jose, and (iii) all fees and expenses of Buyer's legal counsel and other third party consultants engaged by or on behalf of Buyer in connection with this transaction.

(b) Seller shall pay (i) 100% of any governmental documentary transfer or transaction taxes or fees imposed on the transfer of the Property by the County of Santa Clara, (ii) one half of the transfer tax imposed upon the transfer of the Property by the City of San Jose, (iii) the title premium in connection with the issuance of the Title Policy attributable solely to the cost of standard, as opposed to extended coverage and as opposed to the cost of any endorsements or any modifications to the surveys provided to Buyer by Seller, (iii) any escrow or other costs charged by or reimbursable to the Title Company and (iv) all fees and expenses of Seller's legal counsel and other third party consultants engaged by or on behalf of Seller in connection with this transaction.

(c) Any costs and expenses of closing that are not expressly identified in subparagraph (a) or (b) above shall be allocated between the parties in accordance with prevailing custom in the county in which the applicable Property is located.

Section 6.5 Further Documentation. Promptly after the close of escrow, Buyer and Seller shall provide to each tenant, by personal delivery or certified mail, written notice advising each tenant of the sale of the Property by Seller to Buyer, and including any other information required by or advisable under applicable local law or the applicable lease. At or following the close of escrow, Buyer and Seller each shall execute any certificate or other instruments required by this Agreement, law or local custom or otherwise reasonably requested by the other party to effect the transaction contemplated by this Agreement.

**ARTICLE VII
MISCELLANEOUS**

Section 7.1 Damage or Destruction.

(a) Buyer shall be bound to purchase the Property for the Purchase Price as required by the terms of this Agreement without regard to the occurrence or effect of any damage to or destruction of the Property or condemnation of the Property by right of eminent domain, provided that the occurrence of any damage or destruction is (i) fully covered by insurance (excepting deductibles), or (ii) if not fully covered by insurance, involves repair costs of less than \$500,000, and any condemnation does not affect materially the use and value of the Property. If Buyer is so bound to purchase notwithstanding the occurrence of damage, destruction or condemnation, then, upon the close of escrow: (A) in the event of damage covered by insurance or an immaterial condemnation, Buyer shall receive a credit against the Purchase Price in the amount (net of collection costs and costs of repair reasonably incurred by Seller and not then

reimbursed) of any insurance proceeds or condemnation award collected and retained by Seller as a result of any such damage or destruction or condemnation plus (in the case of damage) the amount of the deductible portion of Seller's insurance policy, and Seller shall assign to Buyer all rights to such insurance proceeds or condemnation awards as shall not have been collected prior to the close of escrow; and (B) in the event of damage not covered by insurance, Buyer shall receive a credit (not to exceed \$500,000) in the amount of the estimated cost to repair the damage.

(b) If, prior to the Closing Date, the Property suffers damage or destruction that involves repair costs in excess of \$500,000 or condemnation which affects materially the use and value of the Property, then either Buyer or Seller may elect to terminate this Agreement promptly following the event of damage, destruction or condemnation.

Section 7.2 Fees and Commissions.

(a) Each party to this Agreement warrants to the other that, except as otherwise provided in subparagraph (b) below, no person or entity can properly claim a right to a real estate or investment banker's commission, finder's fee, acquisition fee or other brokerage-type compensation (collectively, "Real Estate Compensation") based upon the acts of that party with respect to the transaction contemplated by this Agreement. Each party hereby agrees to indemnify and defend the other against and to hold the other harmless from any and all loss, cost, liability or expense (including but not limited to attorneys' fees and returned commissions) resulting from any claim for Real Estate Compensation by any person or entity based upon such acts.

(b) The parties hereby acknowledge that, if and when the closing occurs, Seller shall pay a fee of 2.5% of the purchase price to Scott Daugherty and Andre Walewski, of Colliers International, Seller's representative, and a fee of 2.5% of the purchase price to Duong Si Tran, Buyer's representative.

Section 7.3 Successors and Assigns. Buyer may not assign any of Buyer's rights or duties hereunder without the prior written consent of Seller; provided that Buyer may assign this Agreement, without Seller's consent, to any other entity owned and controlled by Buyer. For purposes of the immediately preceding sentence, an entity shall be deemed "owned and controlled" by another entity or individual if that entity or individual owns, directly, more than 50% of the capital, profits and voting interests in such entity. No such assignment shall be effective hereunder unless Buyer delivers the legal name, governing documents and an explanation of the ownership structure of the assignee to Seller not less than five (5) business days prior to the scheduled Closing Date. No assignment by Buyer shall relieve Buyer of its obligations under this Agreement. Subject to the limitations on assignment expressed in this Section 7.3, this Agreement shall be binding upon, and inure to the benefit of, Buyer and Seller and their respective successors and assigns.

Section 7.4 Notices. All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent by United States Postal Service, postage prepaid or certified mail, return receipt requested, by any nationally known overnight delivery

service, by courier, by facsimile transmission with answer-back acknowledged or in person. All notices shall be deemed to have been given forty-eight (48) hours following deposit in the United States Postal Service or upon personal delivery if sent by overnight delivery service, courier, facsimile or personally delivered. All notices shall be addressed to the party at the address below:

To Seller: Mohamed Poonja, Receiver
P. O. Box 1510
Los Altos, CA 94023-1510
Facsimile: (650) 941-9318

and with a copy to: Duane Morris LLP
One Market Plaza
Spear Street Tower, Suite 2200
San Francisco, CA 94105-1127
Facsimile: (415) 723-7597
Attention: Phil Ebling

To Buyer: Bryan Phan
1816 Tully Road, Suite 202
San Jose, CA 95122
Facsimile: (408) 440-5499

and with a copy to: Duong Si Tran, Esq.
7700 Edgewater Dr., Suite 718
Oakland, CA 94621
Facsimile: (510) 878-2892

Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with this Section 7.4. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by the counsel for such party.

Section 7.5 Time. Time is of the essence of every provision contained in this Agreement.

Section 7.6 Seller Representatives. Buyer shall be entitled to rely upon any notice, approval or decision expressed by the following individuals acting on behalf of Seller: Mr. Mohamed Poonja, and no other individual unless designated as a Seller Representative by Mr. Mohamed Poonja in writing (each, a "Seller Representative").

Section 7.7 Incorporation by Reference. All of the exhibits attached to this Agreement or referred to herein and all documents in the nature of such exhibits, when executed, are by this reference incorporated in and made a part of this Agreement.

Section 7.8 Attorneys' Fees. In the event any dispute between Buyer and Seller should result in litigation, the prevailing party shall be reimbursed for all reasonable costs incurred in connection with such litigation, including, without limitation, reasonable attorneys' fees and costs.

Section 7.9 Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

Section 7.10 Governing Law. This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California.

Section 7.11 Confidentiality. Buyer and Seller hereby acknowledge and agree that the terms and conditions of this Agreement are to be kept strictly confidential. Accordingly, except as may be required by law or court order, neither party shall, without the prior written consent of the other party, release, publish or otherwise distribute (and shall not authorize or permit any other person or entity to release, publish or otherwise distribute) any information concerning this Agreement or the transaction contemplated herein to any person or entity other than the disclosing party's prospective investors, legal and financial advisors or other consultants, each of whom shall agree to hold such information strictly confidential as if such persons were bound by the provisions of this Section 7.11. The foregoing shall not prevent either party from disclosing the existence (as opposed to the terms), of this transaction to other persons, including, without limitation, prospective property managers and/or leasing brokers.

Section 7.12 Counterparts. This Agreement may be executed in one or more counterparts. All counterparts so executed shall constitute one contract, binding on all parties, even though all parties are not signatory to the same counterpart.

Section 7.13 Exchange Cooperation. Each of Buyer and Seller hereby agrees to cooperate reasonably with the other in the other's attempt to structure its disposition or acquisition, as appropriate, of the Property as an exchange, pursuant to the provisions of Section 1031 of the Internal Revenue Code of 1986, as amended, and the rules promulgated in connection therewith, provided that the requesting party makes such request and delivers all applicable documentation to the cooperating party at least five (5) business days prior to the scheduled Closing Date. Notwithstanding the provisions of Section 7.3 of this Agreement, either party may assign its rights (but not its obligations) under this Agreement to a qualified exchange intermediary to facilitate such attempt. No cooperating party shall be required to take title to any other property as a result of such cooperation, no cooperating party shall have its obligations or liabilities increased by such cooperation, and the Closing shall not be delayed to facilitate such attempt. The requesting party shall save, protect, defend, indemnify and hold the cooperating party harmless from and against any loss, cost, damage, penalty, expense (including, without limitation, reasonable attorneys' fees, court cost and fees of experts), cause of action or claim arising out of the cooperating party's cooperation. The last sentence of this Section 7.13 shall survive the Closing.

Section 7.14 Entire Agreement. This Agreement and the attached exhibits, which are by this reference incorporated herein, and all documents in the nature of such exhibits, when executed, contain the entire understanding of the parties and supersede any and all other written or oral understanding.

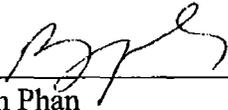
IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the day and year first written above.

SELLER:

Mohamed Poonja, as Court Appointed Receiver for
Chinese American Mutual Assistance Association

BUYER:

9969 Asset, LLC and / or Nominee

By:  _____
Bryan Phan

Its: Manager

EXHIBIT A
PRELIMINARY TITLE REPORT

EXHIBIT B

INSPECTION LETTER

_____, 2010

Re: Agreement for Purchase and Sale dated _____, 2010 (the
"Purchase Agreement") between _____ and _____
("Seller") and _____ ("Buyer")

Gentlemen & Ladies:

This letter constitutes the Inspection Letter contemplated by the above-referenced Purchase Agreement and is delivered to confirm the satisfaction of the condition precedent described in Section 3.1(a)(i) of the Purchase Agreement.

Buyer hereby expressly confirms to Seller (and to its officers, directors, shareholders, trustees and beneficiaries and their respective agents, employees, successors and assigns) that Buyer has completed to its satisfaction the inspection and review contemplated by Sections 2.4 and 2.5 of the Purchase Agreement. Buyer, moreover, hereby ratifies and affirms all of the acknowledgments, waivers and releases set forth in Sections 2.3 and 4.4.

Accordingly, based on its inspection and review of the Property, Buyer is prepared to proceed with the purchase of the Property in accordance with the terms of the Purchase Agreement subject only to the satisfaction or waiver of the conditions described in Sections 3.1(a)(ii) and (iii) of the Purchase Agreement.

Very truly yours,

By: _____
Its: _____

EXHIBIT C

DISCLOSURE STATEMENT

All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Agreement.

1. Matters disclosed by the environmental reports and audits and the structural reports and other physical inspection reports delivered to Buyer prior to the end of the Inspection Period or included in the materials delivered to or made available to Buyer pursuant to Section 2.4 of the Agreement.
2. The improvements, including their structural components, the building systems and other mechanical systems, and the parking and loading areas are, and have been, subject to normal wear and tear and obsolescence as the result of the age of such items.

All the matters set forth on this Disclosure Statement are limited to Seller's knowledge (as defined in the Agreement). Seller does not make any representations or warranties, other than as expressly set forth in the Agreement, regarding the scope or content of the matters referenced in this Disclosure Statement. Neither the foregoing list nor the materials referred to therein are intended to be an exhaustive enumeration of issues relevant to the Property, nor are they intended to fully inform you of any particular issue or its ramifications. Rather this Disclosure Statement is presented to you pursuant to section 4.1 of the Agreement and is merely intended to assist you with your investigation of the Property by identifying for you those matters which, to Seller's knowledge, may affect the Property or Seller's representations and warranties set forth in Section 4.1 of the Agreement.

EXHIBIT D

LIST OF CONTRACTS

1. Fire alarm contract
2. Elevator contract
3. Security alarm contract

EXHIBIT E

RESERVED

EXHIBIT F

RESERVED

EXHIBIT G

ASSIGNMENT OF INTANGIBLE PROPERTY

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby expressly acknowledged, _____ (“Assignor”), hereby assigns, transfers and conveys to _____ (“Assignee”), all of Assignor’s right, title and interest in and to the Intangible Property, as that term is defined in that certain Agreement for Purchase and Sale dated _____ (the “Agreement”), entered into by and between Assignor, as “Seller,” and Assignee, as “Buyer.”

In accordance with the Agreement, Assignee hereby assumes all obligations of Assignor as owner of the Intangible Property (including the contracts listed on Exhibit D to the Agreement) to the extent such obligations arise on or after the date of this Assignment (collectively, the “Assigned Obligations”), and Assignee agrees to indemnify and defend Assignor against, to hold Assignor harmless from, and to reimburse Assignor for, any and all loss, cost, liability and expense (including reasonable attorneys’ fees) arising out of or relating to any breach or alleged breach of the Assigned Obligations occurring (or alleged to have occurred) on or after the date of this Assignment. Assignor agrees to indemnify and defend Assignee against, to hold Assignee harmless from, and to reimburse Assignee for, any and all loss, cost, liability and expense (including reasonable attorneys’ fees) arising out of or relating to any breach or alleged breach of the Assigned Obligations occurring (or alleged to have occurred) prior to the date of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Intangible Property as of _____, 2010.

ASSIGNORS:

By: _____
Name: _____
Title: _____

ASSIGNEE:

By: _____
Name: _____
Title: _____

EXHIBIT H

FORM OF DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Attention: _____
MAIL TAX STATEMENTS TO:
Same as above

(Above Space For Recorder's Use Only)

GRANT DEED

In accordance with Section 11932 of the California Revenue and Taxation Code, Grantor has declared the amount of transfer tax which is due by a separate statement which is not being recorded with this Grant Deed.

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, _____, hereby grants to _____ the real property in Santa Clara County, State of California, and described in Exhibit A attached hereto and made a part hereof.

This conveyance is subject to non-delinquent taxes and assessments, and all matters of record and off-record affecting the Property, including without limitation matters which could be ascertained by an inspection or survey of the Property.

DATED: _____, 2010

By: _____
Title: _____
By: _____
Title: _____

Document No. _____

Date Recorded _____

**STATEMENT OF TAX DUE AND REQUEST THAT TAX DECLARATION
NOT BE MADE A PART OF THE PERMANENT RECORD
IN THE OFFICE OF THE COUNTY RECORDER**

(Pursuant to Section 11932 R&T Code)

To: Registrar-Recorder
County of Santa Clara

Request is hereby made in accordance with the provisions of the Documentary Transfer Tax Act that the amount of tax due not be shown on the original document which names:

(as grantor)

and

(as grantee)

Property described in the accompanying document is located in () unincorporated area or () City of _____.

The amount of tax due on the accompanying document is \$_____.

_____ Computed on full value of property conveyed, or

_____ Computed on full value less liens and encumbrances remaining at time of sale.

Signature of Declarant or Agent

Firm Name

Bank of America 

Cashier's Check

No. **429028221**

Notice to Purchaser - In the event this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Date **NOVEMBER 22, 2010**

11-351210
NCA

Banking Center **MOBILE TUTOR BANKING CENTER**

0000579 00011 0005012111

9569 ASSET LLC
Remitter (Purchased By)

\$ ****50000.00****

05-14-3774B 01-2009

Pay ****FIFTY THOUSAND DOLLARS AND 00 CENTS****

To The Order Of ****FIRST AMERICAN TITLE COMPANY****

Non-Negotiable

Bank of America, N.A.
San Francisco, CA

VOID AFTER 90 DAYS

Authorized Signature

Customer Copy
Retain For Your Records

1397085076